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Campos-Riedel as Guardian Ad Litem for  
Teri James' minor children

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA

SOFIA CAMPOS-RIEDEL, et al.	)	Case Number: 02CV878 DFL JFM
	)	
Plaintiffs,	)	[PROPOSED] ORDER APPROVING
	)	COMPROMISE OF DISPUTED CLAIM OF
	)	MINORS' AMANDA J. AND SAMANTHA W.
v.	)	
	)	
BUTTE COUNTY, BUTTE COUNTY	)	
DEPARTMENT OF EMPLOYMENT AND	)	
SOCIAL SERVICES, et al	)	
	)	
Defendants.	)	
	)	
	)	

The petition of Sophia Campos-Riedel, court appointed Guardian Ad Litem for the minor plaintiffs herein, Amanda James and Samantha Weiland, on July 20, 2005, submitted an ex-parte application for approval of her Petition for Approval of Minor's Compromise, pursuant to a

1 settlement reached between said minors and the defendant Butte County. All other defendants  
2 have been previously dismissed, original plaintiff Teri James is no longer a plaintiff due to a  
3 summary judgment entered against her previously in this action, and as part of the agreement  
4 reached between the remaining defendants and plaintiffs the court was advised and has noted the  
5 entry of a dismissal of all individual defendant employees of Butte County.  
6

7 Based on the Petition For Minor's Compromise ("Petition"), and the documents  
8 submitted in support thereof, and upon notice of the Statement of Non-Opposition filed on behalf  
9 of Butte County, the court finds the facts as set forth in the Petition to be true and correct, and  
10 that it is in the best interests of the minors that their claims against Butte County in this action be  
11 compromised and entered for the amount hereinafter stated as to said minors and that the  
12 proceeds of such Judgment be paid and used in the manner hereinafter specifically provided.  
13

14 IT IS THEREFORE ORDERED that Butte County ("Payor") make future periodic  
15 payments payable to the following individuals in the following amounts and on the following  
16 dates:  
17

18 1. Payable to Samantha Weiland ("Payee"):

19 A. Lump sum payment of \$21,585.00 payable on 01/28/2015.

20 2. Payable to Amanda James (also "Payee"):

21 A. \$2,000.00 payable annually for four (4) years certain only, beginning  
22 10/02/2014. Last payment is due 10/02/2017.

23 B. Lump sum payment of \$71,960.00 payable on 10/02/2021.

24 The precise future periodic payment amounts may vary slightly when the future periodic  
25 payments are ultimately funded, due to interest rate fluctuation and the time sensitivity of the  
26 investment.  
27  
28

1 It is understood that Payor will make a Non-Qualified Assignment to NABCO  
2 Assignments, Ltd. ("Assignee") of these future periodic payment obligations, with a present  
3 value of \$54,599.95 (\$15,000 allocated to Samantha, and \$39,599.95 allocated to Amanda). The  
4 Assignee shall fund the obligation for the periodic payments by the purchase of an annuity  
5 contract from Allstate Life Insurance Company. The Assignee shall be substituted as obligor of  
6 such payments for Payor, which shall be released from any further obligation to make said future  
7 periodic payments. It is understood that the Assignee shall be the sole owner of the annuity  
8 contract. None of the periodic payments (including the Claimant's or Payee's rights to such  
9 payments), or any portion thereof, may be accelerated, deferred, increased or decreased,  
10 anticipated, sold, assigned, pledged or encumbered by the Payee (or by any other person who  
11 becomes a recipient of periodic payments pursuant to the terms of the Non-Qualified Assignment  
12 Agreement or by operation of law), except as pursuant to a qualified order under IRC Section  
13 5891, and as amended.  
14

15  
16  
17 ORDERED that Butte County shall execute a Settlement Agreement and Release and a  
18 "Non- Qualified Assignment" and all parties shall cooperate fully and execute any and all  
19 supplementary documents and to take all additional actions which may be necessary or appropriate  
20 to give full force and effect to the basic terms and intent of the Settlement Agreement entered into  
21 by them, and this court order.  
22

23 **IT IS SO ORDERED:**

24 DATED: July 22, 2005

\_\_\_\_\_  
/s/ David F. Levi  
HONORABLE DAVID F. LEVI